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U.S. DISTRICT COURT E.D.N.Y.

★ JUL 06 2018 ★

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

LONG ISLAND OFFICE

-----X
BECKY MATTIA,

Case No. 2:17-cv-02157

Plaintiff,

-against-

SYNCHRONY BANK,

Defendant.
-----X

STIPULATION AND CONSENT ORDER

THIS MATTER having come before the Court by the agreement and upon the joint application of the parties; and Plaintiff Becky Mattia ("Plaintiff") and Defendant Synchrony Bank ("Defendant") having agreed, through their respective undersigned counsel, to enter into binding arbitration of Plaintiff's claims against Synchrony Bank; and good cause having been shown;

IT IS THIS 6th day of July, 2018 hereby

ORDERED that Plaintiff shall commence its dispute to arbitration with the American Arbitration Association in accordance with the parties' written agreement to arbitrate, a copy of which is attached hereto as Exhibit A; and it is further

ORDERED that Plaintiff's claims in the above captioned matter are stayed pending resolution of her claims in arbitration.

IT IS SO ORDERED,

/s/ Arthur D. Spatt

Hon. Arthur D. Spatt, U.S.D.J.

The undersigned counsel hereby consent to the substance and form of this Order, and to its immediate entry upon the docket.

/s/Edward B. Geller, Esq.

Edward B. Geller, Esq., P.C.

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/s/Nana Boyer, Esq.

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EXHIBIT "A"

SECTION 12: RATES, FEES AND PAYMENT INFORMATION
LOWE'S CREDIT CARD ACCOUNT AGREEMENT

[illegible]

How Fast Work

Latest Payment Due	Latest Payment Due
We will charge you the fee if we do not receive the total minimum payment due any year according to § 3(a), 3(b) on the due date. The fee is equal to:	<p>1. SPK, if you have paid your total minimum payment due by the due date in month of the prior an billing cycle.</p> <p>2. SPK, if you have failed to pay your total minimum payment due by the due date in any one of more of the prior an billing cycle.</p>
	The late fee will not be charged if you have made the total minimum payment due on time.

Minimum Payment Calculation

The total minimum payment is calculated as follows:

- The main of
- The greater of:
1. £12 (which includes any paid sub amount)
- OR
2. The less of:
- a) The £5 amounts, rounded up to the next highest whole dollar;
- b) 1% of your net taxable liability; any balance remaining after subtracting the £5 amounts from the current liability; or
- c) Any payment due in current month (1.0%)
3. Any past due payment (1.0%)
4. Any late payment fee charged in the current billing cycle (PL 12)
5. Any payment due in connection with a transfer of purchases (PL 13)
6. Any payment due in connection with a transfer of purchases (PL 14)
7. The monthly charge for any optional debt consolidation program. You have the right to terminate a debt consolidation program at any time by notifying us.
- Your total monthly payment will never be more than your next billing.

WILLIAM H. RAY, JR., and J. L. RAY, JR., Editors

Special Promotional Promoting Other Information

At times, we may offer you special searching promotions for certain structures ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be subject to promotional advertising or other electronic provided to you. Unlike is a description of certain special promotions that may be offered:

For each promotion, if the promotional purchase is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to your account when the promotional purchase is made.

At the time your account is opened, the Purchase APR is 24.99%.

• No Interest if Paid in Full Within 6 Months
• No Interest if Paid in Full Within 12 Months
• No Interest if Paid in Full Within 18 Months
• No Interest if Paid in Full Within 24 Months

[illegible]

SECTION III: STANDARD PROVISIONS
LOWE'S CREDIT CARD ACCOUNT AGREEMENT

INVESTMENT UNIT

The Agreement. This is an Agreement between you and GE Capital Health Bank, 170 Election Point, Suite 123, Dayton, UT 84501, by your credit card account shown above. By copying or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document, the application you submitted in connection with the account, these documents and any other Agreement relating to your account that you or we receive either or all the same time.

Parties To This Agreement. This Agreement applies to each encounter between a participant and a research assistant. The research assistant is the person who interacts with the participant and provides the information about the study. The research assistant is not the same person as the research assistant who provides the information about the study.

to regular adjustments for its accounts. We may even modify you as accounts or close a strategy new to them or you as you or just - OK, account - when we may be referred to as "we", "us" or "our".

Changes To This Agreement. We may amend, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of the Agreement are

Agreement will be explained on procedural at hearing or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from Lowe's locations, including at Lowes.com. In addition to making purchases from Lowe's in the United States, your card can also be used to make purchases from any Lowe's store in Canada for such purchases, a "Canadian Purchase". See the Important Information About Your Account section for additional terms it will apply to each Canadian Purchase.

You Promise To Pay: You promise to pay us for all articles owed to us under the Agreement.

Your Responsibility. Each access provider will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from that transaction.

Purchase Limits. To protect fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may restrict any particular charge on your account for any reason.

Credit Limit: You will be assigned a credit limit that will

1. **HOW AND WHEN TO MAKE INVESTMENTS**

(H) Any late departure fees charged in the current billing cycle: \$1.25

[illegible]

Psychology Department, University of Illinois at Chicago, Chicago, IL 60607-7143

INFORMATION ABOUT YOU

Using our **Tracking Your Information** When you opened an account, you gave us Level 1 Computer, Inc. Information about yourself that we could share with other users. Level 1 Computer, Inc. uses the information in connection with our credit program and for things like the mailing and delivery you requested. However, information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You agree to tell us right away if you change your address or phone number(s). We will contact you by the address or phone number in our records last we update our records with your new address or phone number.

Consent to Communications. You consent to us contacting you using all means of communication and for all purposes. We will use the contact information you provide to us. You also consent to us and any third party or service of your account creating any user name you supply for any communications created. This may include text messages, multimedia messages, automatic telephone dialing systems and/or an artificial or prerecorded voice. This consent applies even if you are charged for the call under your phone plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account if any item, for any reason, if your account is closed, you must stop using it. You must pay the full amount you owe and pay any late charges before we close your account. If you have any questions, call 1-800-453-3333.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other delinquencies on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 850000, Dallas, TX 75285-0000. We will investigate the claim. If we find an error, we will correct it. We will also notify the credit bureau. If you have a complaint about credit bureau information, write to the Federal Bureau of Investigation, 400 Congress St., S.W., Atlanta, GA 30334.

[illegible][illegible]

Canadian Transactions. The following additional terms will apply to each Canadian purchase.

If you make or return a Canadian purchase to Canadian Airlines, we will convert the transaction amount into U.S. dollars using our currency conversion procedure. Under the currency conversion procedure that we currently use, the Canadian dollar transaction amount is converted into a U.S. dollar amount by multiple of 1.00. The currency conversion rate that we currently use is a prevailing foreign exchange rate. The currency conversion rate that we currently use is a prevailing foreign exchange rate. The currency conversion rate that we currently use is a prevailing foreign exchange rate.

case you could have gotten if you had converted U.S. dollars into Canadian dollars.

A Lowe's store in Canada cannot be refunded at a Lowe's store in the United States. In the event that a United States Lowe's store does permit the return of a Lowe's store in Canada and carries the refund at a Lowe's store in the United States, the United States Lowe's store does permit the return of a Lowe's store in Canada. The Canadian Purchase amount will continue to be a part of your account balance, and you will remain responsible for paying the Canadian Purchase amount.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our assets or claims under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or claims under this Agreement to your account.

Moreover, we may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

AN OILY, KIDNEY-PROTECTING AND CATHARTIC

PLEASE READ THIS SECTION CAREFULLY, IF YOU DO NOT REQUEST IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MUST BE USED BETWEEN YOU AND US AS WELL. BE SUBJECT TO INDIVIDUAL ABSTRACTIONS. THIS MEANS THAT (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTES; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDINGS; (3) LESS INFORMATION WILL BE RELEASED AND (4) APPEAL RIGHTS WILL BE LIMITED.

1. **Initial Consultation** is subject to **payment** by the client. Payment may be made in full at the time of your appointment, or by instalment. Payment by instalment is subject to the client providing evidence of their ability to pay by instalment. Payment by instalment is subject to the client providing evidence of their ability to pay by instalment. Payment by instalment is subject to the client providing evidence of their ability to pay by instalment.

**YOU AGREE NOT
TO CARRY AWEAPON**

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